

AGREEMENT

PREAMBLE

This Agreement is entered into as of this 1st day of June 2004 by and between **SYSTEMS TRAINING AND RESOURCE TECHNOLOGIES, INC. (STARTECH)**, hereinafter referred to as the "Employer" and the **NATIONAL ASSOCIATION OF SPECIAL POLICE AND SECURITY OFFICERS (NASPSO)** hereinafter referred to as the "Union." The Agreement is effective June 1, 2004, and continues to May 31, 2009.

ARTICLE 1: SCOPE OF AGREEMENT

Section 1: Agent

The Employer recognizes and acknowledges that the Union is the sole and exclusive bargaining agent for all its security guard employees, as defined in the National Labor Relations Act, as amended, employed by the Employer at its **Patent and Trademark** locations.

Section 2: Exclusions

This Agreement does not cover the following employees and management staff:

- A. Officers and Directors of the Employer; the Project Manager.
- B. All other supervisors; managerial employees; and non-guard employees.

Section 3: Probationary Employees

All employees newly hired, or rehired after termination of their seniority, shall be classified as probationary employees for a period of ninety (90) calendar days from date of hire. During their probationary period, employees may be subject to discipline or discharge at the discretion of the Employer, without regard to the provisions of Articles VII and VIII of this Agreement. All other provisions of this Agreement are applicable to probationary employees.

ARTICLE II: MEMBERSHIP

Section 1: Definition

A. All employees who are members of the Union on the effective date of this Agreement, or voluntarily join hereafter, shall maintain their membership, or satisfy the financial obligations set by the Union during the term of this Agreement as a condition of continued employment. All employees covered by this Agreement who are not members of the Union and choose not to become members of the Union shall, as a condition of continued employment, pay to the Union an agency fee as established by the Union.

B. All employees hired after this effective date of this Agreement shall, within thirty-one (31) days after employment, become members or agency fee payers as a condition of continued employment for the duration of this Agreement

C. Employees meet the requirement of being members in good standing of the Union within the meaning of this Article, by tendering the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership in the Union, or, in the alternative, by tendering to the Union agency fees and dues, as defined by the

United States Supreme Court in *NLRB v. General Motors Corporation*, 373 U.S. 734 (1963); and *Beck v. Communications Workers of America*, 487 U.S. 735 (1988).

D. Upon notice from the Union, employees who fail to pay such dues or agency fees shall be given thirty (30) days notice of removal from that project by the Employer.

Section 2: Dues Deduction

A. The Employer shall deduct such dues or agency fees each pay day from the pay of all employees covered by this Agreement who provide individually signed authorizations. The Employer shall tender such deductions to the Union by the last calendar day of the following month. The Employer shall also provide, on a monthly basis, the name, the identification number and job classification of each employee and the amount of dues or agency fees deducted to date from January 1st of each year.

ARTICLE III: NONDISCRIMINATION

The Employer shall recruit, hire, train, assign positions and promote employees without regard to race, color, religion, national origin, ethnic background, gender, age, marital status, sexual orientation, disability, status as a veteran, political affiliation or belief, military duty status, or Union activity.

ARTICLE IV: MANAGEMENT RIGHTS

Subject only to such limitations as may be specifically imposed by this Agreement, the Union recognizes that the management of the business, direction and supervision of the work force is vested in the Employer, including but not limited to, the right to schedule work, to assign work and working hours to employees, to decide the

work amount and location at its facility, to determine the type of services performed, to establish reasonable quality and performance standards, and the most efficient means of providing service, to require from every employee compliance with normal operating procedures, to formulate and enforce appropriate Employer rules and regulations, now in effect, if not covered by the provisions of this Agreement, to hire, suspend, promote, demote, transfer, discharge or discipline for cause, or relieve employees from duty because of lack of work or for other legitimate reasons, to maintain discipline and efficiency of employees, to judge skill, ability, and physical fitness, and to create, eliminate, or consolidate job classifications, to control and regulate the use of all equipment and other property of the Employer.

ARTICLE V: EMPLOYEE CLASSIFICATIONS

Employees who are regularly scheduled to work at least thirty-two (32) hours per workweek shall be considered as "full-time." Employees who are regularly scheduled to work less than thirty-two (32) hours per workweek shall be considered as "part-time."

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ARTICLE VI: WORK WEEK AND HOURS OF WORK

Section 1:

The work week shall be from 0001 hours Sunday until 2400 hours Saturday each week. Wages shall be paid every other Friday, two weeks after the end of the work week.

Section 2:

The hours of work for employees shall be scheduled by the Employer at least two (2) weeks in advance except in circumstances beyond the Employer's control. The

Employer shall schedule employees for at least eight (8) hour daily shifts unless the employee is working overtime. All full-time employees shall be scheduled to work a forty (40) hour, five (5) day a week schedule.

Section 3:

From June 1, 2004, through the duration of this Agreement, covered employees working shall receive paid breaks in accordance with the current Patent and Trademark contract.

Section 4:

Overtime is to be paid at the rate of one and one-half (1 1/2) times base hourly straight time rate. Overtime shall be paid to employees for work performed in excess of forty (40) hours in a work week. There will not be any pyramiding of hours worked. Paid vacation or holiday time shall not be counted as hours worked in the calculation of overtime. Opportunity to work overtime shall be provided consistent with the Employer's business needs and circumstances and must be authorized in advance by the Employer.

In the event that the Employer has advance knowledge of twenty-four (24) hours or more that overtime will be required, such work will be offered consistent with seniority whenever possible.

Section 5:

An employee called in outside his regular work schedule shall be guaranteed a minimum of four (4) consecutive hours of work or pay in lieu thereof.

Section 6:

Nothing in this Article shall be construed as a guarantee of work, work opportunities, or hours, except as otherwise expressly provided.

ARTICLE VII: DISCIPLINE AND DISCHARGE

Section 1: Just Cause

No employee shall be disciplined or discharged except for just cause. The Employer shall notify an employee of its intention to impose discipline or to discharge the employee within five (5) days after management has actual knowledge of the incident on which the proposed discipline or discharge is based. The Employer shall conduct a confidential investigation of the circumstances of the event giving rise to possible disciplinary action, including meeting with the employee, who shall have the right to be accompanied by a shop steward. An employee discharged for just cause shall be entitled to receive any accrued leave.

Section 2: Procedures

A. The Employer shall employ a system of progressive discipline as follows:

First Offense:	Verbal Warning
Second Offense:	Written Warning and Conference
Third Offense:	Suspension
Fourth Offense:	Discharge

The above disciplinary procedure, applicable to offenses which do not constitute gross misconduct, relate to progressive discipline solely for each specified offense. Any offense that is more than eighteen (18) months old shall not be considered in the above described progressive disciplinary procedure and shall be expunged from the employee's personnel file.

B. Offenses, which constitute gross misconduct on the part of the employee, shall not be subject to progressive discipline. In such instances, the Employer shall retain the right to immediately suspend an employee pending an investigation and/or to immediately discharge an employee as the investigative finding warrant.

C. The precise step of the disciplinary procedure shall be stated on each disciplinary form and a copy of the disciplinary form shall be provided to the employee at the time it is issued.

D. The Employer shall provide the Union with a copy of all disciplines issued to bargaining unit employees within three (3) working days of issuance.

ARTICLE VIII: GRIEVANCE PROCEDURES

Section 1: Definition

A grievance is defined as any disagreement between the parties concerning any matters relating to wages, rates of pay, hours of employment or other conditions of employment, or any application or interpretation of the Employer's policies, applicable laws, or the provisions of this Agreement. Any such grievance shall be processed as set forth below. The parties recognize that day-to-day problems affecting employees may normally be resolved informally between the employee and immediate supervisor. Such matters shall not be deemed grievances, and their settlement shall not establish a precedent for the resolution of similar problems.

Section.2: Procedure

Step (1) - Employees having a grievance shall take it up with the Project Manager within fifteen (15) working days from the time that the grievance arose; or fifteen (15) working days from when the grievant and/or Union became aware (or should have become aware) of the facts giving rise to the grievance. A shop steward shall be included in all discussions regarding the grievance. Employees participating in grievance activity as grievant, shop steward or witness shall be on paid work time or be granted up to four (4) hours paid administrative leave for such participation. If no response is rendered by the grievant's immediate supervisor within five (5) working days after submittal of the grievance in Step (1), the grievance shall be deemed granted and the remedy requested implemented.

Step (2) - If a satisfactory settlement is not effected in Step (1), the grievant, or an authorized Union representative on behalf of the grievant may, within ten (10) working days after the conclusion of Step (1) submit such grievance, in writing, signed by the grievant or the Union's representative, to the Director of Operations or designee. If no response is rendered by the individual indicated above within five (5) working days after submittal of the grievance in Step (2), the grievance shall be deemed granted and the remedy requested implemented. If, within five (5) working days after submittal of the grievance in Step (2), either party requests, in writing, a meeting with the other party to discuss the grievance, then Step (2) shall be deemed concluded within ten (10) working days after submission of the grievance in Step (2). If no response is rendered within the said ten (10) day period, the grievance shall be deemed granted and the remedy requested implemented.

In the event that the employee's second level supervisor and immediate supervisor is the same person, the grievance shall proceed from Step (1) directly to Step (3).

Step (3) - If a satisfactory settlement is not effected in Step (2), the grievant may, within five (5) working days after conclusion of Step (2), submit such grievance to the Company's President. If no response is rendered by the President within ten (10) working days after submittal of the grievance in Step (3), the grievance shall be deemed granted and the remedy requested implemented. Either party may request a meeting with the other party to discuss the grievance, but such meeting can extend the time period provided in this step, by mutual agreement of all parties.

Any grievance by the Employer shall first be submitted to the Union's staff representative for resolution and if a satisfactory settlement is not effected, or, if no response is rendered by the Union within ten (10) working days after submittal of the grievance to the Union, the grievance shall be deemed denied and the Employer may proceed to Step (4).

Step (4) - If a satisfactory settlement is not effected in Step (3), either party may refer the matter to arbitration.

Section 3: Extensions

Any grievance not processed in accordance with the time limits and/or steps of the grievance procedure prescribed above shall be deemed waived. Extensions of these time limits may be accomplished only in writing, signed by the Employer and the Union. For the purpose of this Article, "working days" shall be defined as Monday through Friday, excluding only holidays observed pursuant to the Appendix of this Agreement.

ARTICLE IX: ARBITRATION

Section 1: Arbitrator Selection

If the matter is referred to arbitration pursuant to Step (4) of Article VIII, either party shall request a panel of seven arbitrators from the Federal Mediation and Conciliation Service. The parties shall select from this panel a single arbitrator by alternatively striking names from the panel until one name remains. The party to make the first strike shall be determined by the toss of a coin. The parties may agree to obtain a list of arbitrators from the American Arbitration Association in any particular case.

The arbitrator shall then proceed to hear and determine the case submitted. Unless otherwise mutually agreed, all hearings conducted hereunder shall be recorded verbatim by a qualified stenograph reporter or by other recorded means acceptable to an arbitrator. The expense of arbitration, including the fee and expenses of the arbitrator (including a transcript ordered by the arbitrator), shall be borne equally by both parties, but the cost of any other transcript shall be borne totally by the party ordering it.

Section 2: Arbitrator Authority

The arbitrator shall have the provisions of this Agreement to render a decision on any grievance, but shall not have the authority to amend or modify this Agreement. The arbitrator shall determine any question of arbitrability. Further, the arbitrator shall have the authority to apply and interpret the provisions of this Agreement only insofar as may be necessary to the determination of such grievance. Awards may or may not be retroactive, depending upon the determination of the equities of each case. Absent extraordinary circumstances, back-pay awards shall include reasonable interest. The

decision of the arbitrator shall be final and binding on the parties and shall not be inconsistent with the terms of this Agreement.

In the event of any arbitration involving an issue which involves rights of employees or the Union which are secured by federal or state statute, the parties agree that any period of limitations shall be deemed to be tolled during the pendency of the arbitration process.

ARTICLE X: NO STRIKE AND NO LOCKOUT

The Employer agrees not to cause, permit or engage in any lockout of its employees during the term of this Agreement. The Union agrees that neither it nor the employees it represents covered by this Agreement will, during the term of this Agreement, cause, permit, or take part in any strike, including sympathy strike, or picketing. It shall be a violation of this Agreement, and it shall be cause for discharge or suspension in the event an employee refuses to enter upon any property involved in a labor dispute involving other employee organizations or refuses to go through or work behind any picket lines involving other employee organizations at the Employer's place or places of business. The Union and the Employer agree to take all steps possible to ensure that Government property is properly secured and protected in the event of labor disputes involving other employee organizations at the National Building Museum

ARTICLE XI: BULLETIN BOARDS

The Employer will furnish bulletin boards for the exclusive use of the Union at Patent and Trademark. There shall be no posting of literature on these bulletin boards except by the authority of officially designated representatives of the Union.

ARTICLE XII: STEWARDS

Section 1:

The Union shall designate no more than six (6) Stewards. The Union shall notify the Employer of the selection of Stewards within ten (10) days of such selection. Stewards shall not interfere with the management of the business or direct the work of any employee.

Section 2:

Stewards have no authority to call or direct strikes or authorize other economic action against the Employer. The authority of Stewards shall be limited to the investigation and representation of grievances in accordance with the provisions of this Agreement and the transmission of such messages and information, which shall originate with and are authorized by the Union or its officers.

Section 3:

In the absence or unavailability of the Steward designated as representing employees on a specific shift or in a specific location, any other Union-designated Steward may represent unit employees.

ARTICLE XIII: COURT APPEARANCES

Court or administrative appearances necessitated by job related occurrences or incidents shall be compensated for fully at the rates specified in this Agreement less any monies received from the court. The affected employee shall not receive less than the recommended pay. However, other court, administrative or grievance procedure and/or arbitration appearances shall not be Employer-paid.

ARTICLE XIV: JURY DUTY

The Employer agrees to pay employees called for jury duty their normal full regular pay for the duration of the employee's civic duty, less any fees or sums received from the Court, provided that the employee notifies the Employer within seventy-two (72) hours after he or she receives a jury duty questionnaire or notice that he or she is subject to a jury duty call.

Compensation shall be paid by the Employer for jury duty on any normally scheduled work day.

ARTICLE XV: LEAVES OF ABSENCE

Section 1: Maternity and Sick Leave

All provisions of this Article shall be applied in a manner consistent with the Family and Medical Leave Act of 1993 and/or the District of Columbia Family and Medical Leave Act. Eligible non-probationary employees will be granted up to twelve (12) or sixteen (16) weeks of unpaid leave for their own serious illness, for the birth or adoption of a child, or the care of a seriously ill child, spouse, or parent.

Whenever an employee who is pregnant or otherwise sick cannot perform his/her duty safely or efficiently, the employee shall take a leave of absence. An employee who takes such maternity or sick leave may elect to utilize as much paid sick leave as he/she has accrued. During such leave of absence, the employee shall retain his/her existing seniority and shall continue to accrue seniority.

Section 2: Extended Maternity and Sick Leave

If an employee who is ill (or returning from maternity leave) and unable to work and has exhausted his or her accrued days of maternity and sick leave, the employee may request and may, at the Employer's discretion, be granted extended sick leave without pay of up to one (1) year. During an extended maternity and sick leave, the employee shall not continue to accrue seniority, although all seniority attained prior to the granting of extended maternity and sick leave shall be retained.

Section 3: Personal Leave Without Pay

An employee may request personal leave without pay for a period of up to six (6) months. It is within the Employer's sole discretion whether such requests, which must be in writing and state the reason for and length of the desired leave, will be granted.

Neither seniority nor benefits shall accrue during such personal leave. Employees on leaves of absence for personal reasons who accept other employment during such leave shall be considered as having resigned. Upon giving two (2) weeks notice of intent to return to work, an employee shall be scheduled to report to his or her former job, or an equal job within two (2) weeks of the Employer's receipt of such notice. If no job is available on the employee's former shift or former site, he or she may be put on any shift or site, but will be returned to his or her former shift or site as soon as an opening is available, consistent with the Employer's scheduling needs.

Section 4: Bereavement Leave

In the event of the death of a member of a non-probationary unit employee's immediate family, the employee will not lose any wages which he or she would otherwise have earned during the next three (3) consecutive calendar days for the period

from date of death through the day following burial, and will receive benefits for his or her time lost as specified in the Appendix. For the purpose of this provision, members of the employee's immediate family include: husband, wife, child, parent, grandparent, foster parent, brother or sister. Appropriate documentation of death and family relationship may be required.

Section 5: Military Service

Employees enlisting or entering the military service of the United States pursuant to the provisions of the Uniformed Services Employment and Reemployment Rights Act and amendments thereto shall be granted all rights and privileges provided by that Act.

Section 6: Sick/Personal Leave

All employees shall be entitled to paid sick/personal leave accruable upon satisfactory completion of the probationary period. Sick/Personal leave shall be accrued based on the number of hours worked each week, not to exceed one hundred (100) hours per year. All unused sick/personal leave shall be paid to employees at the end of each contract year with the Government, when the Employer's contract with the Government terminates, or when the employment of an employee with the Employer terminates, whichever occurs first.

ARTICLE XVI: HOLIDAYS

Section 1:

The Employer shall grant to all employees the following holidays off with pay (or pay in lieu thereof, if normally scheduled to work that week day). Holiday benefits shall be paid as specified in the Appendix provided that the employee shall work his or her regularly scheduled work day prior to the holiday and after the holiday:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employee Birthday

Holiday pay will not be granted to employees when a holiday falls within a period of leave of absence and/or layoff.

After one year of service, the employee's birthday shall be considered a holiday. The Employer reserves the right to limit the number of employees who take their birthday holiday on the same date. A birthday holiday may be scheduled up to seven (7) days prior to or after the birthday.

Section 2:

An employee who is scheduled to work on a holiday shall receive holiday pay in addition to his or her regular wage.

ARTICLE XVII: VACATION

Section 1:

Employees covered by this Agreement shall receive vacation benefits in accordance with the Patent and Trademark solicitation and procedure schedule. All vacation benefits will be paid at the hourly rate in effect at the time of the employee's most recent anniversary date. Accrual of vacation is based upon vacation earned by the employee, without break in service, for the Employer and the Employer's predecessor(s),

if any, at Patent and Trademark. Vacations may be scheduled any time during the year with the Employer. Employees shall select their vacation period in order of their seniority where reasonably possible and at a time mutually convenient to the Employer and the employee. No more than five per cent (5%) of the work force may be on vacation at any time. Earned vacation will be paid by a separate check with the first pay in the month following the employee's anniversary date. Vacation time must be taken within the year following its accrual.

ARTICLE XVIII: WEAPONS

The Employer agrees to implement a regular maintenance program for all Employer-owned weapons. Pursuant to this program weapons shall be checked, cleaned, and, if necessary, repaired or replaced at least once every thirteen (13) weeks. Employees have the obligation to ensure that their weapons are at all times in proper working order. If an employee has knowledge that his or her weapon is not in proper condition, the employee shall immediately report this to his or her supervisor for appropriate action.

ARTICLE XIX: SENIORITY

Section 1: Seniority Lists

The Employer shall maintain a seniority list for all regular full-time and part-time employees employed by the Employer at Patent and Trademark. The Employer shall furnish the Union with copies of such lists at least once every six (6) months.

Section 2: Scheduled Overtime

Opportunity to work overtime shall be provided consistent with the Employer's business needs and circumstances and must be authorized in advance by the Employer. In the event that the Employer has advance knowledge of twenty-four (24) hours or more, such work will be offered consistent with seniority whenever possible. When the Employer has an unanticipated exigent need to provide coverage, the Employer shall have the right to require an employee who normally performs the work to remain on duty until relieved and/or to require an available employee to provide such coverage, as conditions warrant.

Section 3: Permanent Position Openings

As permanent positions open, notice shall be posted. Employees shall have three (3) days within which to bid. First preference shall be given to the employee with the most skill and ability and seniority. The successful bidder's prior position may then be bid upon. The opening(s), if any, may then be assigned by the Employer without challenge.

Section 4: Promotions

In the event that a higher level job becomes available, first preference for such job shall be given to the most qualified employee currently employed at the Patent and Trademark contract, with the most skill and ability and seniority. For the purposes of this section, a qualified employee is an employee who possesses work experience relevant to the higher level position, who has demonstrated the ability to lead and effectively interact with fellow employees, who has a good attendance and employment record, and who has the requisite permits and security clearances required for the job. If the most qualified

employee declines the promotion, such position shall be offered to the next most qualified employee, and so forth, taking into account seniority whenever all other such considerations are equal.

If an employee who has been promoted is determined by the Employer, within ninety (90) days of his or her promotion, to fail to satisfactorily fulfill the requirements for the position to which he or she was promoted, such an employee shall be demoted to his or her original or similar position in the bargaining unit at the employee's prior site or other site and shall receive the appropriate rate of compensation for such lower position. Time spent, as a supervisor shall not count toward a unit employee's seniority.

Section 5: Reduction in Force

In the event that the work force at the Patent and Trademark contract shall be reduced for any reason, the employees with the least seniority shall be laid off first. Shift reassignments shall be by bidding. Full-time employees may bid to return on a part-time shift and be transferred to a full-time position when one becomes available, consistent with the Employer's scheduling needs and the provisions of this Agreement. A full-time employee may decline recall to a part-time position and remain on the recall list.

Section 6: Layoff and Recall

As jobs become available at the Patent and Trademark contract employees shall be recalled in order of their seniority at the facility, where qualified.

In the event of a layoff, seniority does not continue to accrue. An employee shall retain the seniority which he or she possessed at the time of the layoff except as provided below.

In the event the Employer loses its contract to provide services at the Patent and Trademark contract the Employer will have no obligation with regard to this Section after the termination of its contract. Except as is provided below, an employee who is laid off, for reasons other than the Employer's loss of contract to provide services at Patent and Trademark contract, shall retain his or her seniority for ninety (90) days.

An employee's seniority with the Employer shall be broken after thirty (30) days if the employee: voluntarily quits; retires; is discharged for cause; is absent from work for two (2) consecutive working days without notifying the Employer of the reason for his or her absence before the close of the two (2) day period, unless there was an emergency which prevented the employee from properly notifying the Employer; fails to return to work from layoff within five (5) working days after the mailing of notice of recall by the Employer, unless there was an emergency which prevented the employee from properly notifying the Employer or fails to return from a scheduled vacation or leave of absence without having given proper notice to the Employer, unless there was an emergency that prevented the employee from properly notifying the Employer.

In the event that an employee is laid off for reasons other than the Employer's loss of contract, the Employer shall, within thirty (30) days of the layoff, determine if the employee is qualified for work at another job site, and if so, offer the employee the opportunity for a transfer.

An employee's seniority shall not be broken by a lay off due to an employee's efforts at re-qualification pursuant to Article XXI.

A laid off employee who is recalled shall be sent notice of recall. If such employee does not respond within five (5) business days of the Employer's sending such

notice, or the employee refuses such offer, the employee will be deemed to have voluntarily quit, even if the notice is returned as undeliverable. An employee who has voluntarily quit or otherwise been terminated has no right to recall.

Section 7: Shift and Post Reassignments

In the event the Employer determines it is necessary to rotate employees among posts, every reasonable effort shall be made to assign employees during the same shift in which they worked. The Employer will make every reasonable effort consistent with the Employee's business needs to assign employees in such a manner as will not disrupt established child care arrangements as well as family or other work obligations. Assignments are to be made in an unbiased manner and in accordance with seniority to the extent possible.

ARTICLE XX: VOLUNTARY QUIT

An employee shall be deemed to have voluntarily quit employment with the Employer if:

A. The employee accepts employment in a management or supervisory capacity with a competitor of the Employer at the same time while he or she is employed by the Employer, or otherwise fails to report for duty as scheduled by the Employer, while simultaneously remaining an employee of a competitor of the Employer.

B. The employee fails to report for work within forty-eight (48) hours of the beginning of his/her scheduled shift after the expiration of a leave of absence without a telephone call or other explanation, unless there was an emergency which reasonably prevented the employee from properly notifying the Employer.

C. The employee fails to report for work for three (3) consecutive days without telephoning or otherwise notifying the Employer, unless there was an emergency which reasonably prevented the employee from properly notifying the Employer.

D. The employee fails to respond within five (5) days of the Employer sending a notice of recall, unless there was an emergency which prevented the employee from properly notifying the Employer.

ARTICLE XXI: TRAINING AND RE-QUALIFICATION

Section 1:

The Employer agrees to pay employees, at their then current rate of pay, who are required to requalify for any certification(s) required by their position.

Section 2:

The Employer shall schedule employees to be re-qualified at least one (1) month prior to the expiration of their weapons permit. The Employer shall afford to employees the opportunity to have at least one (1) practice sessions prior to any formal requalification test. The employee shall be given at least two (2) opportunities to qualify, at least one (1) of which must be prior to the expiration of his or her permit. If the employee is unable to re-qualify prior to the expiration of his or her permit, the employee shall be laid off without pay for a maximum of one (1) month. Such employees shall be reinstated after re-qualifying. An employee laid off pursuant to this provision shall not accrue seniority or fringe benefits during his or her period of layoff. If the person does not re-qualify during this suspension period, such action will be considered as a voluntary quit.

Section 3:

If an employee does not appear for or obtain his or her government-required physical examination prior to the time by which it must be obtained, the employee shall be suspended as in Section 2 above. If the employee does not satisfactorily pass his or her physical within the period of time, the employee shall be considered as having voluntarily quit.

Section 4:

If an employee does not successfully complete and pass his or her government-required first aid and/or CPR examination prior to the time by which such examination must be taken and passed, the employee shall be suspended as in Section 2 above. If, however, after 30 days following the date on which the employee was required by the government to have passed such examination or examinations, the employee has not taken and passed same, he/she shall be regarded as having voluntarily quit.

Section 5:

The Employer agrees to pay for an annual medical examination of all employees covered by this Agreement, as long as the employee utilizes the medical examination facility chosen by the Employer. If the employee chooses another facility the Employer will reimburse the employee the maximum sum of seventy-five (\$75) dollars, upon submission to the Employer of documentation evidencing such annual medical examination.

Section 6:

The Employer further agrees to inform the Union of all employees who are required to undergo weapon requalification at least ninety (90) days prior to the expiration of the employee's weapon permit, and/or all necessary Contract requirement/clearances.

ARTICLE XXII: UNIFORMS

Section 1:

The Employer shall provide at no cost to all new employees those items listed in the Employer's Patent and Trademark contract.. Employer agrees to pay each employee for uniform maintenance and replacement as stipulated in the Appendix. Employees may purchase replacement items from the Employer at cost. Such articles shall be paid for by deductions from the employee pay.

The Employer shall replace any parts of the uniform that are damaged in the line of duty, provided it has been reported to the Project Manager within the shift period when the incident occurred.

Section 2:

Upon termination of employment, the issued clothing and equipment shall be returned to the Employer. The Union agrees that all employees, at the time of hire, shall give written authorization allowing the Employer to deduct from the employees final paycheck the cost of all unreturned issued clothing and equipment and/or the cost of cleaning clothing not returned in a clean condition. The deduction for such missing, uncleaned, or damaged items will be the cost to the Employer.

ARTICLE XXIII: SUCCESSORSHIP

If ownership of the Employer is changed, in whole or in part, through sale, merger, or in any other manner, this Agreement shall be included as a condition of such change and shall remain binding until its termination.

In any case of change in ownership or acquisition of other operations or functions, at least thirty (30) days notice shall be provided to the Union.

ARTICLE XXIV: SUBCONTRACTING

For the purposes of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that it will not subcontract or transfer to non-bargaining unit employees, any of the work or services of the kind, nature or type presently or hereafter performed or provided by the Employer. Supervisory personnel may, without prior notice, be temporarily assigned to cover unit work in an emergency situation. In no event shall such temporary assignment(s) exceed five (5) days in any year.

ARTICLE XXV: HEALTH AND WELFARE

Section 1:

The Employer agrees to contribute such amounts as are set forth in the Appendix for health and welfare benefits for its covered employees as follows:

A. Within thirty (30) days of the date on which this Agreement is executed or within thirty (30) days of an employee's date of hire, whichever is later, each employee

shall elect in writing one of two options: (1) participation in Benefit Program, or (2) election to receive cash equivalent of the prevailing Health and Welfare rate under the contract commensurate with the base hours worked in the respective pay periods. Failure of an employee to elect an option in writing shall be deemed to be an election of option (2) above.

B. Consistent with the election of each employee, the Employer shall contribute the amounts set forth in the Appendix to the chosen health and welfare plan(s) or pay said amounts to the employee in his/her paycheck. In the event cash amounts are to be paid to the employees consistent with this Agreement, the Employer shall pay those amounts in each bi-monthly payroll.

C. The Employer agrees to become a participating employer in the respective plan(s) chosen by its employees and to abide by the terms and conditions of such plan(s) including policies pertaining to collection of contributions.

D. Employees who elect to participate in the Benefit Program must remain a participant in such plan for at least one (1) year. Employees who do not elect to participate in the Benefit Program may thereafter elect to participate in it only once each subsequent year during the thirty (30) day period that begins on the first day of the month in which the Agreement was executed. An employee may terminate his/her participation in the Benefit Program at any time following the one (1) year anniversary of his/her initial participation. However, any employee who voluntarily terminates such participation may not again participate in the plan for a minimum period of twelve (12) months. The parties also understand and agree that, notwithstanding the date(s) on which the Employer makes contributions on behalf of specific employees, eligibility for benefits

under any of the plans referred to herein is determined in accordance with the respective plan rules.

E. Nothing in this Section, or in this entire Agreement, shall be construed to limit the Union and/or the Employer from communicating with the employees about the aforementioned health and welfare plan; however, no employer sponsored meetings at which benefit plans are to be discussed shall be held unless representatives of the Union are permitted to attend and present information concerning the health and welfare plan.

Section 2:

With respect to those employees who elect to have contributions made on their behalf to Benefit Program:

A. The Employer agrees to provide Benefit Program each month with remittance reports containing such information, in such manner, and on such forms as may be required by the Trustees of the Fund.

B. Contributions based upon all payrolls paid during a month and a supporting remittance report shall be delivered to Benefit Program on or before the 30th day following the month for which contributions are due.

ARTICLE XXVI: PENSION

The Employer agrees to pay employees at the rates set forth in the Appendix.

ARTICLE XXVII: WAGES

The Employer agrees to pay employees at the rates set forth in the Appendix.

ARTICLE XXIII: SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement or any Riders or Attachments thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid or enforcement of or compliance with has been restrained as above set forth, the Employer and the Union agree to enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE XXX: DURATION OF AGREEMENT

Except as otherwise provided in this Article, this Agreement shall be in full force and effect from June 1, 2004, and shall remain in effect until (and including) May 31, 2009. On the third anniversary of this Agreement, either party may elect to re-open the agreement with respect to wages and fringe benefits (including health and welfare, sick leave, uniform allowance, vacations and holidays). Provided, however, that the party seeking to re-open the Agreement, must notify the other party between the ninetieth (90) and sixtieth (60) day prior to the anniversary date of the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this Agreement, this 4th day of June, 2004.

NATIONAL ASSOCIATION OF SPECIAL POLICE AND SECURITY OFFICERS (NASPSO)

By:  Dated: June 4, 2004

SYSTEMS TRAINING AND RESOURCE TECHNOLOGIES, INC. (STARTECH)

By:  Dated: June 4, 2004

By:  Dated: June 4, 2004

APPENDIX

WAGES

The current wage rate for the employees at this location is \$14.50 per hour and shift supervisors at the rate of \$16.00 per hour. Effective **October 1, 2004**, the Employer shall pay security guards employees at the rate of \$16.15 per hour and shift supervisor at the rate of \$17.65 per hour. Effective **October 1, 2005**, the Employer shall pay security guards employees at the rate of \$16.80 per hour and shift supervisor at the \$18.30 per hour. Effective **October 1, 2006**, the Employer shall pay security guards employees at the rate of \$17.45 per hour and shift supervisor at the rate of \$18.95 per hour.

HEALTH AND WELFARE

The current health and welfare contribution for the employees at this location is \$2.56 per hour. Effective **October 1, 2004**, the Employer shall contribute \$2.78 per hour to the Plan for all employees covered by this Agreement, up to a maximum of forty (40) hour per weekly payroll or pay to each employee covered the amount in lieu of Health and Welfare benefits. Effective **October 1, 2005**, the Employer shall contribute \$2.98 per hour worked to the Plan for all employees covered by this Agreement up to the maximum of forty (40) hour per weekly payroll or pay to each employee covered the amount in lieu of Health and Welfare benefits.

UNIFORMS

The current contribution for the employees at this location is \$.20 per hour

Effective **October 1, 2004**, such rate shall be \$.30 per hour worked, up to a maximum of forty (40) hour per weekly pay period.

Effective **October 1, 2005**, such rate shall be \$.35 per hour worked, up to a maximum of forty (40) hour per weekly pay period.

PENSION

The current contribution for the employees at this location is \$.60 per hour

Effective **October 1, 2004**, the Employer shall provide a pension contribution for employees at the rate of \$.65 per hour worked up to a maximum of forty (40) hours per weekly pay. Effective **October 1, 2005**, such rate shall be increased to \$.70 per hour worked up to a maximum of forty (40) hours per weekly pay.

HOLIDAYS

Holiday pay will be disbursed in the paycheck immediately following the holiday. It will be paid in accordance with the following schedule which is based on the total number of hours the employee worked during the pay period in which each holiday occurred.

<u>Holiday Pay Period</u>	<u>Holiday Pay Hours</u>
71-80	8
61-70	7
51-60	6
41-50	5
31-40	4
21-30	3
11-20	2
4-10	1

**NATIONAL ASSOCIATION OF SPECIAL POLICE AND SECURITY
OFFICERS (NASPSO)**

By:  Dated: June 4, 2004

By: _____ Dated: _____

SYSTEMS TRAINING AND RESOURCE TECHNOLOGIES, INC. (STARTECH)

By:  Dated: June 4, 2004

By:  Dated: June 4, 2004